



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

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February 6, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A PROFESSIONAL SERVICE  
AGREEMENT BETWEEN THE PUBLIC HEALTH  
INSTITUTE AND MARTIN LUTHER KING, JR./DREW  
MEDICAL CENTER FOR PHLEBOTOMY SERVICES  
FOR THE HEMOGLOBIN TRAIT PROJECT  
(2<sup>nd</sup> District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign an Agreement, substantially similar to Exhibit I, with the Public Health Institute, to provide phlebotomy services at Martin Luther King, Jr./Drew Medical Center for the State of California's Department of Health Services' Hemoglobin Trait Project, effective upon execution of the Agreement through June 30, 2007, at no net County cost.
2. Delegate authority to the Director of Health Services, or his designee, to amend and extend the Agreement under substantially similar terms through June 30, 2010, upon review and approval by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to enter into an Agreement with the Public Health Institute (PHI), a subcontractor of the State of California's Department of Health Services (CDHS) under which CDHS will refer patients to Martin Luther King, Jr./Drew Medical Center (King/Drew) to have blood drawn as part of the CDHS Hemoglobin Trait Project.

In May 2007, CDHS expects to extend the Agreement for an additional three years beyond June 30, 2007. During any extension period, the rates paid by PHI to County will likely remain the same, but in no event shall decrease. Moreover, it is anticipated that the volume of phlebotomy draws shall be limited to 25 per fiscal year.

**FISCAL IMPACT/FINANCING:**

PHI will pay \$25 per phlebotomy draw up to a maximum of \$500 (20 draws), effective upon execution of the Agreement through June 30, 2007. There is no impact on net County cost.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

PHI has a contract with CDHS for a project titled "Newborn Screening Program Sickle Cell and Hemoglobin Trait Carrier Follow-up". Under PHI's contract with CDHS for the project, PHI designates local collection facilities, and has selected

King/Drew as an appropriate collection site. The purpose of the program is to detect diseases early to permit entry into comprehensive care, which includes the initiation of penicillin prophylaxis and parent education (e.g., identification of early warning signs and preventive health measures), factors which have been shown to reduce morbidity and mortality.

King/Drew will provide phlebotomy services to CDHS-referred patients identified with sickle cell trait, hemoglobin C trait and hemoglobin D trait through the California Newborn Screening Program. King/Drew will provide an EDTA (purple top tube) with a label, and package and mail the sample the same day it is collected to the CDHS-approved laboratory for testing.

PHI refused to sign the standard County language dealing with indemnification. As a result, it should be noted that the indemnification provision in the proposed contract provides for the County and PHI to mutually indemnify each other for any claims or losses resulting from services provided by either entity pursuant to the Agreement. Moreover, the County would be required to indemnify the State for any claims and losses resulting from services provided under the Agreement.

Also, unlike standard County contracts, the Agreement with PHI provides that any claims arising from the Agreement be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

This Agreement may be terminated for convenience by both parties upon 30 days advance written notice. County Counsel has approved Exhibit I as to form. This Agreement is not the standard County boilerplate agreement, but is instead the agreement provided by PHI as the subcontractor for CDHS.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise this Agreement on the Los Angeles County On-line Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended action will assist the CDHS with the Hemoglobin Trait Project.

Upon approval by the Board of Supervisors, the Executive Officer, Board of Supervisors is requested to return three adopted copies of this letter to DHS.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:rf  
King-PHI.rf.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

King/Drew will provide phlebotomy services to CDHS-referred patients identified with sickle cell trait, hemoglobin C trait and hemoglobin D trait through the California Newborn Screening Program Sickle Cell and Hemoglobin Trait Project.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

Addie Tillman-Norling, Senior Grants & Contracts Specialist  
Public Health Institute (PHI)  
555 12<sup>th</sup> Street, 10<sup>th</sup> Floor  
Oakland, CA 94607-4046  
Telephone: (510) 285-5559  
Facsimile: (510) 285-5501  
E-Mail: atillman@phi.org

3. TERM OF AGREEMENT:

The Agreement may be terminated for convenience by both parties upon 30 days advance written notice.

4. FINANCIAL INFORMATION:

There is no net County cost. PHI will pay \$25 per phlebotomy draw up to a maximum of \$500 (20 draws), effective upon execution of the Agreement through June 30, 2007.

5. GEOGRAPHIC AREAS TO BE SERVED:

All Districts

6. ACCOUNTABILITY OF MONITORING:

Antionette Smith-Epps, Chief Executive Officer, King/Drew Medical Center

7. APPROVALS:

|                               |  |
|-------------------------------|--|
| King/Drew Medical Center:     | Antionette Smith-Epps, Chief Executive Officer |
| Chief Deputy Director:        | John R. Cochran III                            |
| Contract and Grants Division: | Cara O'Neill, Chief                            |
| County Counsel (as to form):  | Christina Salseda                              |

**FACT SHEET**

**RE: APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE PUBLIC HEALTH INSTITUTE AND MARTIN LUTHER KING, JR./DREW MEDICAL CENTER FOR PHLEBOTOMY SERVICE FOR THE HEMOGLOBIN TRAIT PROJECT**

2<sup>nd</sup> District.

**CONTACT PERSON:**

Antionette Smith-Epps, Chief Executive Officer  
King/Drew Medical Center  
Telephone: (310) 668-5201  
E-mail: [asmithepps@ladhs.org](mailto:asmithepps@ladhs.org)

Elham Ganjian, Contract Liasion  
King/Drew Medical Center  
Telephone: (310) 668-4809  
E-mail: [eganjian@ladhs.org](mailto:eganjian@ladhs.org)

**SUBJECT:**

Approval of a professional service agreement between the Public Health Institute (PHI) and Martin Luther King, Jr./Drew Medical Center (King/Drew) for phlebotomy services for the Newborn Screening Program Sickle Cell and Hemoglobin Trait Project.

**REQUESTED ACTIONS:**

Authorize the Director of Health Services, or his designee, to sign an Agreement with PHI who is a subcontractor of the State of California's Department of Health Services (CDHS) under which CDHS will refer patients to King/Drew to have blood drawn as part of the CDHS Hemoglobin Trait Project.

**PROGRAM:**

Phlebotomy services for PHI by King/Drew to draw, label and send blood specimen to a CDHS approved laboratory for testing and reporting results.

**FISCAL IMPACT/FINANCING:**

There is no net County cost. PHI will pay \$25 per phlebotomy draw up to a maximum of \$500 (20 draws), effective upon execution of the Agreement through June 30, 2007.

**TERMINATION PROVISIONS:**

Either party may terminate without cause by providing the other party with 30 days written notice.

**TERM:**

Effective date of execution through June 30, 2007. In May 2007, CDHS expects to extend the Agreement for an additional three years beyond June 30, 2007.

**FIRST BOARD APPROVED CONTRACT:**

Not applicable.

**CONTRACT EXPIRATION:**

June 30, 2007, unless earlier terminated by either party with 30 days written notice.

FACT SHEET (Cont'd)

RETROACTIVE AGREEMENT:

No.

REQUEST-FOR-PROPOSAL (RFP) PROCESS:

Not applicable.

SOLE SOURCE JUSTIFICATION:

Not applicable.

SMALL BUSINESS WEB SITE:

Not applicable.

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